

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitewave Foods Company		04/02/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	78774241	HO HO HO ORGANIC	
Serial Number:	78942346	HO HO HO ORGANIC	
Serial Number:	78942344	HO HO HO ORGANIC	
Serial Number:	78910368	RACHEL'S	
Serial Number:	78833688	SILK LIVE!	
Serial Number:	78817628	HOPE ORGANIC	
Serial Number:	78790398	SILK. BEYOND NUTRITION	
Registration Number:	3189216	HO HO HO ORGANIC	
Serial Number:	78761362	SOY ADVANTAGE	
Serial Number:	78759706	DAILY SILK	
Serial Number:	78759702	MAKE THE SWITCH TO SILK	
Serial Number:	78758120	A HAPPY HEALTHY FAMILY STARTS HERE	
Serial Number:	78749613	SILK. A WHOLE LOT OF NUTRITION	
Serial Number:	78601715		

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Serial Number:	78573993	SILK
Registration Number:	3070586	HORIZON ORGANIC
Registration Number:	3033048	GOOD FROM THE BEGINNING
Serial Number:	78385972	A BETTER BREAKFAST STARTS WITH SILK
Registration Number:	3021937	RISE AND SHINE
Registration Number:	3042624	SILK LIVE
Registration Number:	3032865	TOFU TENDERS
Registration Number:	2932874	HORIZON ORGANIC
Registration Number:	2961250	TOFUTOWN
Registration Number:	2830208	SILK IS SOY
Serial Number:	78208185	SOYLATTE
Serial Number:	77114848	HORIZON ORGANIC
Serial Number:	77106329	RACHEL'S. WICKEDLY DELICIOUS
Serial Number:	77076567	
Serial Number:	77057834	WHAT'S IN A CUP?
Serial Number:	77042956	GREEN CAPS FOR GREEN ENERGY
Registration Number:	2782890	SILK SOYLATTE
Registration Number:	3014315	HORIZON ORGANIC
Registration Number:	2507634	PURE FROM THE BEGINNING
Registration Number:	2685082	
Registration Number:	2302273	SILK
Registration Number:	2633769	HORIZON ORGANIC
Registration Number:	2646060	
Registration Number:	2156710	WHITEWAVE
Registration Number:	2187282	THE ORGANIC COW
Registration Number:	2084789	WHITE WAVE SILK
Registration Number:	1975824	HORIZON ORGANIC
Registration Number:	1923869	THE ORGANIC COW OF VERMONT
Registration Number:	2215813	
Registration Number:	2792411	YO-YOS

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35920
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	04/04/2007
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Total Attachments: 6
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 2, 2007 by and from WHITEWAVE FOODS COMPANY, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Dean Foods Company (the "Company") (together with certain Subsidiaries of the Company from time to time parties thereto as borrowers and the Lenders) and Grantee have entered into an Amended and Restated Credit Agreement dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Company, the Grantor, along with certain other Subsidiaries of the Company, have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into an Amended and Restated Pledge and Security Agreement dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the ("Pledge and Security Agreement")

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

WHITEWAVE FOODS COMPANY

By: 

Name: Timothy A. Smith

Title: Vice President and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS










HO HO HO ORGANIC <i>Block Letters</i>	78774241	12/15/2005		
HO HO HO ORGANIC and Design 	78942346	08/01/2006		
HO HO HO ORGANIC and Design 	78942344	08/01/2006		
RACHEL'S <i>Block Letters</i>	78910368	06/16/2006		
SILK LIVE! <i>Block Letters</i>	78833688	03/09/2006		
HOPE ORGANIC and Design 	78817628	02/17/2006		
SILK. BEYOND NUTRITION <i>Block Letters</i>	78790398	01/12/2006		
HO HO HO ORGANIC <i>Block Letters</i>	78774227	12/15/2005	3189216	12/26/2006
SOY ADVANTAGE <i>Block Letters</i>	78761362	11/28/2005		
DAILY SILK <i>Block Letters</i>	78759706	11/22/2005		
MAKE THE SWITCH TO SILK <i>Block Letters</i>	78759702	11/22/2005		
A HAPPY HEALTH FAMILY STARTS HERE <i>Block Letters</i>	78758120	11/21/2005		
SILK. A WHOLE LOT OF NUTRITION <i>Block Letters</i>	78749613	11/08/2005		
DESIGN ONLY	78601715	04/05/2005		

Exhibit A

TRADEMARK

REEL: 003515 FRAME: 0339

				
SILK <i>Block Letters</i>	78573993	02/24/2005		
HORIZON ORGANIC <i>Block Letters</i>	78546169	01/12/2005	3070586	03/21/2006
GOOD FROM THE BEGINNING <i>Block Letters</i>	78392565	03/29/2004	3033048	12/20/2005
A BETTER BREAKFAST STARTS WITH SILK <i>Block Letters</i>	78385972	03/17/2004		
RISE AND SHINE <i>Block Letters</i>	78378929	03/04/2004	3021937	11/29/2005
SILK LIVE! <i>Block Letters</i>	78365250	02/10/2004	3042624	01/10/2006
TOFU TENDERS	78308234	10/01/2003	3032865	12/20/2005
HORIZON ORGANIC	78303758	09/22/2003	2932874	03/15/2005
TOFUTOWN	78298722	09/10/2003	2961250	06/07/2005
SILK IS SOY	78253010	05/22/2003	2830208	04/06/2004
SOYLATTE	78208185	1/29/2003		
HORIZON ORGANIC <i>Block Letters</i>	77114848	02/23/2007		
RACHEL'S. WICKEDLY DELICIOUS <i>Block Letters</i>	77106329	02/13/2007		
DESIGN ONLY 	77076567	01/05/2007		
WHAT'S IN A CUP? <i>Block Letters</i>	77057834	12/06/2006		
GREEN CAPS FOR GREEN ENERGY <i>Block Letters</i>	77042956	11/13/2006		
SILK SOYLATTE	76394819	04/12/2002	2782890	11/11/2003
HORIZON ORGANIC	75980410	10/23/1998	3014315	11/15/2005
PURE FROM THE BEGINNING	75688965	04/23/1999	2507634	11/13/2001
DESIGN ONLY 	75641605	02/12/1999	2685082	02/11/2003
SILK	75641604	02/12/1999	2302273	12/21/1999
HORIZON ORGANIC	75576076	10/23/1998	2633769	10/15/2002
DESIGN ONLY	75519365	07/15/1998	2646060	11/05/2002

				
WHITEWAVE	75276489	04/17/1997	2156710	05/12/1998
THE ORGANIC COW	75248818	02/27/1997	2187282	09/08/1998
WHITE WAVE SILK	75023573	11/22/1995	2084789	07/29/1997
HORIZON ORGANIC and Design	74569818	09/06/1994	1975824	05/28/1996
				
THE ORGANIC COW OF VERMONT STYLIZED LETTERS	74539646	06/20/1994	1923869	10/03/1995
THE ORGANIC COW OF VERMONT DESIGN ONLY	75279118	04/22/1997	2215813	01/05/1999
				
YO-YOS	76373055	2/19/2002	2792411	12/9/2003